

STATE OF MARYLAND
Maryland Energy Administration

CATEGORY III SMALL PROCUREMENT (Equal to or Under \$25,000)

Verification of Fiscal Year 2015 Energy Savings Estimates for the Next Generation
Energy Efficiency Gains for Industry (NGEEG) Program

PART I - PURPOSE

The Maryland Energy Administration (MEA) is an agency of the State of Maryland authorized by State law to maximize energy efficiency and to increase the use of renewable and clean energy sources.

The Next Generation Energy Efficiency Gains for the Industrial Sector (NGEEG) program is funded through the Customer Investment Fund (CIF) formed as a result of the merger between Exelon and Constellation Energy. The Regional Manufacturing Institute (RMI), the developer of the NGEEG program, is MEA's sub-grantee and the NGEEG program administrator. Through NGEEG, RMI provides energy auditing services that help Maryland manufacturers in the Baltimore Gas and Electric (BGE) service territory quantify the potential of energy efficiency upgrades within their respective facilities. Participating Maryland manufacturers are then able to make investment decisions regarding energy efficiency, implementing NGEEG-recommended energy efficiency projects.

The Maryland Public Service Commission (PSC) oversees the implementation of the CIF. In its regulatory role, the PSC has ordered "[t]hat verification of the energy savings attributable to CIF programs must occur prior to the inclusion of the energy savings in the reported EmPOWER Maryland goal progress".¹ For fiscal year 2014, MEA was required to report annual progress for each CIF-funded program to the PSC within 90 days of the end of the fiscal year. The fiscal year 2014 annual report for the NGEEG program is available on the PSC website.²

MEA is seeking proposals from qualified Contractors (1) to independently verify the energy savings estimates for energy efficiency measures and projects recommended by RMI through the NGEEG program and installed during fiscal year 2015, in order to meet the 90 day post-fiscal year reporting deadline anticipated to be established by the PSC for fiscal year 2015; and (2) to verify the efficacy of the NGEEG program.

MEA expects the majority of the evaluation work outlined in Part III of this procurement to be completed by no later than August 31, 2015, in order to allow MEA to meet the anticipated fiscal year 2015 CIF reporting deadline. Additional work may be required through the end of calendar year 2015 as MEA develops the fiscal year 2015 annual

¹ Maryland Public Service Commission Order No. 86787, Case 9271, Issued December 29, 2014

² Maryland Public Service Commission website, Case 9271, Items #421, Filed September 26, 2014

report for the NGEEG program and prepares for the anticipated fiscal year 2015 annual hearing on the program. MEA anticipates this Contract having an end date of December 31, 2015 but this date is subject to change based on the reporting and hearing schedule established by the PSC for fiscal year 2015.

PART II – GENERAL INFORMATION

A. Incurred Expenses

The State of Maryland will not be responsible for any costs incurred by any Contractor in preparing and submitting a quotation in response to this solicitation.

B. Contractor Responsibilities

The State of Maryland will enter into a contractual agreement with the selected Contractor only. The selected Contractor shall be responsible for all products and services required by this solicitation.

C. General Contract Conditions

Any contract resulting from this solicitation shall include at a minimum the following contractual terms and conditions. (See generally, Code of Maryland Regulations (COMAR) 21.05.07.06 (F) and (G)).

1. Parties to the Contract (including taxpayer identification numbers)
2. Scope of the Contract
3. Length of the Contract
4. Compensation and Method of Payment
5. Contract Modification Clause
6. Disputes Clause
7. Maryland Law Prevails Clause
8. Compliance with Maryland State Finance and Procurement Law Clause
9. Nondiscrimination in Employment Clause
10. Termination for Default Clause
11. Termination for Convenience Clause
12. Delays and Extension of Time Clause
13. Changes Clause
14. Anti-Bribery Clause
15. Identification of Procurement Officers

D. Compensation

The Contractor shall submit an invoice for the total hours worked for the period stated in the invoice for all activities performed as outlined in Part III Scope of Work below. A proper original invoice shall be submitted to the Procurement Officer identified below. Included with the invoice shall be a document detailing

description of actual work performed and the hours associated with the work. The Contractor shall sign a statement on the detail that certifies the information is true and correct. Payments to the Contractor pursuant to any resulting contract shall be made no later than thirty (30) days after the State's receipt of a proper original invoice from the Contractor. Each invoice must reflect the Contractor's Federal Tax Identification Number, or Social Security Number.

E. Protest

The State of Maryland provides avenues for any vendor to protest against the award or the proposed award of a contract. All protests should be filed in accordance with COMAR Title 21, State Procurement Regulations, Subtitle 10, Administrative and Civil Remedies.

F. Minority Business Enterprise Notice

Minority business enterprises are encouraged to respond to this published solicitation and to obtain certification. Questions relevant to certification should be directed to the Maryland Office of Minority Business Affairs at (410) 767-8232.

A Minority Business Enterprise Subcontracting Goal has not been established for this published solicitation.

G. Compliance with Law/Arrearages

By submitting an offer in response to this solicitation, the Contractor, if selected for award, agrees that it will comply with all federal, state, and local laws, rules, regulations and ordinances applicable to its activities and obligations under the contract. By submitting an offer in response to this solicitation, the Contractor represents and warrants that it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

H. Insurance

1. The Contractor shall maintain an adequate amount of general liability insurance coverage and provide evidence of such coverage to the Administration upon request.
2. To the extent the Contractor or any subcontractor is a law firm or legal services firm, or to the extent any or all of the Contractor's or subcontractor's personnel, employees or agents are lawyers or paralegals, each of the Contractor and subcontractor shall maintain adequate legal malpractice

liability insurance coverage for itself and any such personnel, employees or agents and shall provide evidence of such coverage to the Administration upon request.

I. Acknowledgment of Amendments

Although no amendments to this solicitation are anticipated, this solicitation requires the acknowledgment of the receipt of all amendments, addenda, and changes issued.

J. Contractor Eligibility

Any firm that is already working, either as a contractor or a sub-contractor, with MEA to implement energy efficiency programs, or with RMI to implement the NGEEG program, is ineligible to bid on this procurement.

K. Location of Services

The NGEEG program is being offered exclusively to manufacturers within the BGE service territory.

L. Confidentiality

When deemed necessary by MEA, Contractor personnel shall be required to sign a non-disclosure agreement.

PART III - SCOPE OF WORK

The Contractor shall provide specific technical services for the following:

By the end of fiscal year 2015, MEA anticipates that between seventeen and twenty-three Maryland manufacturers will be in the project implementation phase of the NGEEG program, many with projects completed. At the request of MEA, the successful contractor will conduct desktop reviews of the measurements, assumptions, and energy savings calculations developed by RMI through the NGEEG program to estimate energy savings in fiscal year 2015 (July 1, 2014 through June 30, 2015) from the energy efficiency measures installed by these participating Maryland manufacturers. The contractor will review energy savings assumptions and calculations for accuracy and reasonableness. MEA may also request that the Contractor visit a subset of participating NGEEG manufacturing facilities to further verify the estimated energy savings for the installed energy measures. While this evaluation will not involve stand-alone process reviews, any process insights gleaned from the measurement and verification (M&V) of energy savings calculations also shall be reported to MEA.

Prior to beginning any energy analysis work, MEA will sit down with the Contractor to develop an estimate of the number of hours that will likely be required to review each manufacturing facility. MEA and the Contractor will use the Proposed Scope of Work

submitted by the Contractor in the Technical Proposal, described below in Part IV, Section B, as the starting point for this discussion.

Deliverable: Contractor will provide a brief summary report for each NGEER manufacturing facility that completes an energy efficiency project in fiscal year 2015. MEA will provide the Contractor with a summary report template. In the summary report, the Contractor shall identify each individual energy measure being reviewed and shall note if the RMI-developed energy savings estimate is reasonable. If the Contractor disagrees with the initial energy savings estimate developed by RMI, it should explain the reason for the disagreement and provide a revised energy estimate in an Excel file accompanying the summary report.

The summary reports, and all other work products produced through this procurement, should be developed by the selected Contractor in a format that may be easily transferred by MEA to a third party for use in future evaluation, measurement, and verification activities associated with an MEA energy program, including the NGEER program.

PART IV – PROPOSAL FORMAT

All proposals shall be prepared in a straightforward and concise manner, delineating the Contractor's capabilities to satisfy the requirements of the published solicitation and, specifically, the requirements for the tasks listed in Part III, Scope of Work. **While there are no specific page limitations, please be concise.** Proposals shall contain the following information:

- A. **Letter of Transmittal** – A Letter of Transmittal on the Contractor's business stationery will accompany the Technical Proposal. The sole purpose of this letter is to provide a record of transmittal of the proposal in addition to the receipt of all amendments, addenda, and changes issued. The letter should be brief and signed by an individual who is authorized to commit the Contractor to the services and requirements stated within the published solicitation.
- B. **Technical Proposal**
 - 1. Title Page - Contact information for the organization and all personnel who will perform the work; phone; fax, email or web addresses, and Federal ID numbers.
 - 2. Demonstration that the Contractor's personnel have the capacity to perform certain tasks listed in the Scope of Work and by the time set in the Scope of Work.
 - 1. Contractor Experience- Examples of past projects related to the Scope of Work requested, preferably with energy verification projects. Energy auditing experience is also acceptable.

2. Demonstration of Personnel Qualifications-Resumes of personnel identified to work on the contract. Please clearly identify all education and certifications that would qualify an individual to work on this Contract. MEA will look favorably on personnel with backgrounds in energy analysis and engineering as well as applicable certifications from organizations like ASHRAE and the Association of Energy Engineers (AEE).
3. Project management methodology- To include proposed work schedules and deliverables (i.e., the Deliverable Schedule), milestones, and staff resources dedicated to different components of the project, in order to meet the likely August 31, 2015 deadline.

- C. **Price Proposal** – The Contractor shall prepare and sign a price proposal. The price proposal shall be in the form of a fully-loaded hourly rate for each hour of energy analysis required to complete the Scope of Work. The hourly rate should include all direct and indirect costs and firm for the full term of the Contract. Any costs associated with non-energy analysis activities shall be imbedded into the fully-loaded hourly rate. Possible non-energy analysis activities may include, but are not limited to, contract management, invoice development, and travel time to and from potential work sites.

The total deliverable rate shall apply to all Contractor-assigned energy analysis personnel for the duration of the contract and encompass all costs necessary to complete the Scope of Work identified in Part III and technical services requested as part of this small procurement. Travel expenses will not be reimbursed. Financial information submitted shall be irrevocable for a period of ninety (90) days after the due date of the proposal.

PART V – EVALUATION CRITERIA

A review panel consisting of MEA staff will review proposals and may interview Contractors. All proposals that are in compliance with requirements and qualifications will be evaluated based on the following criteria.

1. Contractor's Experience
2. Demonstration of Qualifications
3. Ability to meet demands in Scope of Work
4. Ability to maintain Deliverable Schedule requested
5. Price

If, upon review of the proposals, the review panel has further questions, Contractors may be invited to make oral presentations to MEA. **Technical factors and demonstrated ability to complete technical services will receive equal weight with financial factors.**

PART VI – BASIS OF AWARD

MEA may, at its sole option, enter into discussions with each responsible Contractor and ask the Contractors to submit “best and final offers” before making an award. Thereafter, the award of the contract will be made to the responsible Contractor whose proposal is determined to be most advantageous to the State.

Electronic submissions of the Technical and Price Proposals in a portable document format (PDF, must be compatible with Adobe Acrobat Reader) are due to the attention of Chloe Bean (chloe.bean@maryland.gov) at the Maryland Energy Administration by Friday, May 1, 2015 by 12:00 pm. A return e-mail will acknowledge receipt of the proposal.

Chloe Bean
Maryland Energy Administration
60 West Street Suite 300
Annapolis, MD 21401

Please address your questions to Chloe Bean, chloe.bean@maryland.gov.